March 11, 1915, PULLING, MANUAL OF EMERG. LEGIS., Supp. III, 513. These reprisal orders, though entirely legal as against the enemy, are of no more than doubtful binding force upon the Prize Court in so far as they deprive neutrals of their rights under international law. See *The Zamora*, [1916] 2 A. C. 77, 90. If they do thus destroy the rights of neutrals, they are undoubtedly a fit subject for diplomatic protest. See "Note of Secy. of State to Ambassador W. H. Page," Oct. 21, 1915, 10 AM. JOURN. INT. LAW, 73, 84. See also 52 LAW JOURN. 146; PAGE, WAR AND ALIEN ENEMIES, 2 ed., 57.

INTERSTATE COMMERCE — WHAT CONSTITUTES INTERSTATE COMMERCE — PROFESSIONAL BASEBALL. — Action for damages under the Sherman Anti-Trust Act against the professional baseball leagues on the ground that they were, through their contracts with players, acting in restraint of interstate trade. *Held*, that professional baseball is not trade within the meaning of the Act. *The National League of Professional Baseball Clubs, National Exhibition Co. et al.* v. *The Federal Baseball Club of Baltimore, Inc.*, 48 Wash. L. Rep. 819 (D. C.).

Congress has power to regulate commerce among the several states. See CONST., Art. 1, § 8. Early decisions under the commerce clause, seeking to determine what activities it included, seemed to embody a sale as the essence of interstate commerce. See *Paul* v. *Virginia*, 8 Wall. (U. S.) 168, 183. The fallacy of that view has been pointed out. See COOKE, THE COMMERCE CLAUSE IN THE FEDERAL CONSTITUTION, §§ 7–9. It has led to one palpably incorrect decision. See *Smith* v. *Jackson*, 103 Tenn. 673, 54 S. W. 981. The federal power to regulate was crystallized in the Sherman Anti-Trust Act of 1890, which prohibits the restraint of interstate commerce. See 26 STAT. AT L. 209; 3 U. S. S. A. 559. It has always been recognized that federal regulation was not intended to embrace every detail of interstate commercial activity. See *Hooper* v. *California*, 155 U. S. 648, 655. Thus, under the act, the presentation of grand opera by a company on tour has not been considered interstate commerce. *Metropolitan Opera Co.* v. *Hammerstein*, 162 App. Div. 691, 147 N. Y. Supp. 532. The same is true of producing plays in various states. *People* v. *Klaw*, 55 Misc. 72, 106 N. Y. Supp. 341. The true criterion by which to test the act's applicability has been laid down by Judge Learned Hand: Is the interstate feature essential or incidental to the business involved? See *Marienelli* v. *United Booking Offices*, 227 Fed. 165, 170. That the interstate shipment of players and paraphernalia is perforce interstate commerce does not bring the leagues therefore within the act. In baseball, the game's the thing, not the transportation incidental thereto. *American Baseball Club of Chicago* v. *Chase*, 86 Misc. 441, 149 N. Y. Supp. 6, *accord*.

JUDGMENT — SETTING ASIDE AND VACATING JUDGMENTS — NEGLIGENCE OF ATTORNEY. — A statute provides that a court may vacate a judgment taken against a party on account of his "mistake, inadvertence, surprise, or excusable neglect." (BURNS IND. STATUTES, 1914, § 405.) The attorney for the defendant relied on information given him by another attorney and did not appear at the time fixed for trial. The trial was called in his absence and judgment was given by default. Immediately thereafter the defendant appeared, set out a meritorious defense, and applied to have the judgment vacated. The application was overruled. *Held*, that the judgment be affirmed. *Krill* v. *Carlson*, 128 N. E. 612 (Ind.).

The majority of the courts in the United States regard the negligence of the attorney as the negligence of the client and refuse to vacate a judgment caused by the negligence of the attorney. *Welch* v. *Challen*, 31 Kan. 696, 3 Pac. 314; *Kreite* v. *Kreite*, 93 Ind. 583; *Lindsey* v. *Goodman*, 57 Okla. 408, 157 Pac. 344. See 1 BLACK, JUDGMENTS, 2 ed., § 341. In at least two jurisdictions,